

Department of Management Services
P.O. Box 5438
Tallahassee, FL 32314-5438

Contract supplier shall furnish Division of Purchasing a detailed summary of sales at the end of each quarter. By submission of these Sales Summary reports and corresponding vendor surcharge deposits, the contractor(s) is certifying their correctness. All such reports and fee deposits shall be subject to audit by the State of Florida. Summary information shall be provided each quarter and shall include the following:

- A. State Contract Number
- B. Identity of purchaser
- C. Total sales per quarter and year-to-date

Failure to comply with these requirements will result in the contract supplier being found in default, in which case any and all re-procurement costs and all outstanding vendor surcharge fees may be charged against the defaulting contractor and may result in immediate, unilateral cancellation of your contract by Division of Purchasing.

PRICE LISTS

On any contract where pricing is based on a Manufacturer's or Dealer's published price list (net or discounted), the price list must be provided by the PROPOSER as part of the Proposal package in hard copy, and on a 3.5 inch diskette as a Word For Windows file. Any subsequent revisions shall be submitted in the same format to State Purchasing CONTRACT ADMINISTRATOR, for review and approval prior to implementation.

Diskette must be formatted as:

- "Word for Windows"
- Font: Times New Roman 12
- Preset tabs only
- Margins: .5 Left and .5 Right, .5 Top and 1.0 Bottom
- Portrait only-no landscape
- No Tables
- No Headers or Footers
- No Excel Files

State Purchasing, at its discretion, may allow the CONTRACT HOLDER to configure its own PRICE LIST of eligible offerings and to post the prices on an Internet Web Site. However, all initial pricing and any subsequent price changes must be reviewed and approved by State Purchasing Contract Administrator before they can be posted to the CONTRACT HOLDER Internet Web Site.

Failure to submit the information required in this section will be grounds for disqualification of your Proposal and/or removal from any resulting contract.

COMPENSATION

The contractor must provide all services required to meet the provisions of the contract. In calculating cost, services include, but are not limited to, consultative services, copyright fees, materials and equipment rentals. Travel expense, if authorized under the provisions of this agreement, shall be submitted in accordance with Section 112.061, Florida Statutes. No reimbursement is available to the contractor beyond the amount agreed and provided for in Sections 112.061 and 287.058, F.S.

ADDITION/DELETION OF SERVICES OR VENDORS

State Purchasing reserves the right to add or delete any service or vendor from the contract when deemed in to be in the State's best interest. Additions of vendors or services will be entertained on the anniversary date. Should a vendor (whether new or existing) wish to be considered for a category, the appropriate documents shall be submitted to Purchasing 60 days prior to the contract anniversary date.

RENEWAL

State Purchasing reserves the option to renew the period of this contract, or any portion thereof, for an additional term not to exceed the original contract period. Renewal of the contract period shall be by mutual agreement in writing.

DISTRIBUTION OF CERTIFICATION OF CONTRACT

One (1) copy of the Certification of Contract shall be furnished to each contractor as a result of this Proposal. No additions, deletions or changes of any kind shall be made to this certification by the contractor without prior approval of State Purchasing.

CANCELLATIONS

All contract obligations shall prevail for at least one hundred eighty (180) days after effective date of the contract. In addition to the provisions of the renewal paragraph, for the protection of both parties, this contract may be cancelled.

VISA ACCEPTANCE

The State of Florida has implemented a purchasing card program, using the Visa **platform**. Vendors may receive payment from state agencies by the purchasing card in the same manner as other Visa purchases. **Visa acceptance is mandatory but is not the exclusive method of payment.** Please indicate your ability to accept Visa in the space provided on the Ordering Instruction sheet of the Proposal.

INSURANCE, WORKERS' COMPENSATION

The contractor shall take out and maintain during the life of this agreement, Workers' Compensation Insurance for all of his employees connected with the work of this project and, in case any work is sublet, the contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the contractor. Such insurance shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Workmen's Compensation statute, the Contractor shall provide, and cause each sub-contractor to provide, adequate insurance, satisfactory to the Purchaser, for the protection of his employees not otherwise protected.

SUBMISSION OF PROPOSAL

ORIGINAL PROPOSAL

Each completed Proposal must be in a separate sealed envelope and one of them must be identified as the Vendor's original Proposal. The face of each envelope shall contain the following information:

ORIGINAL

Name of Vendor

Title of RFP

Opening Date and Time

DUPLICATE PROPOSALS

Vendors are responsible for delivery of three (3) copies of their original Proposal in a separate envelope clearly labeled as DUPLICATE COPIES no later than the date and time in which all Proposals must be timely submitted.

If there are discrepancies in the material or content between the "original" and the duplicates, the information contained in the original shall prevail.

PROPOSAL FORMAT

The objective of the Proposal is to demonstrate the vendor's qualifications and abilities to provide the services required. Proposals must sufficiently address the requirements, services and deliverables outlined in the Scope of Services. In order to assist the evaluation committee in reviewing Proposals, each Proposal shall be prepared in the format described in the Proposal Narrative.

PROPOSAL NARRATIVE

The Responses should be compiled in the following order and so identified.

- **Tab A** shall contain the signed Bidder Acknowledgement form PUR 7033.
- **Tab B References**: shall contain proof of submission for the Dun & Bradstreet Reference Evaluation. A fax confirmation copy is sufficient to include with your response. See attachment B for detailed instructions. A vendor that has a Dun & Bradstreet Evaluation for references & financial, that was performed since March 28, 1999 may submit that evaluation in Tab B. However, the references must be for performance in the same areas as you are responding to in this RFP and have at least the same number of references listed for the evaluation.
- **Tab C Consulting/Training Staff Experience**: shall contain the detailed information regarding the vendor's Consulting Staffs' qualifications and training in a resume. This will not include support staff, but must include all staff that will be directly involved with the services offered. If you are submitting a bid in more than one category, give information in this tab divided by category.
- **Tab D Organizational Experience**: shall contain the detailed information regarding Organizational Experience a well established vendor is an important factor for ensuring quality in obtaining consultant services. A vendor must have been existence a minimum of one year prior to the Proposal opening. The number of years the company has been in existence, as well as, the number of years the company has performed services in the categories Proposed will be evaluated. Vendor must supply a copy of the Dun & Bradstreet reference sheet with their response that lists the experience with Government entities providing similar services. If you are submitting a response in more than one category, specify the category to which experience it applies.
- **Tab E Internet Web Site**: may contain a URL for an existing web site to qualify for points in this area.

The Contract resulting from this Proposal will become a public document. The State of Florida, State Purchasing is using the Florida Communities Network (FCN) on the Internet World Wide Web (WWW) to distribute State Term Contracts and product information to eligible users and other interested entities.

While not required at this time, each CONTRACT VENDOR is encouraged to develop and maintain a HOME PAGE on the Internet WWW. The Home Page must be compatible with the most recent version of browser software being used by State Purchasing. As of the writing of this solicitation, Netscape Navigator 3.0 is the State Purchasing browser standard. State Purchasing intends to upgrade to new browser versions as they become available and fully tested, at its discretion.

- **Tab F Minority Status**: shall contain Minority Business Enterprise (MBE) information, completed; this information is described in, and may be supplied by, completing the form provided in the Web site <http://fcg.state.fl.us/fcg/centers/purchase/forms.html>, which contains a download Vendor Registration Form Application. Contractor or sub-contractor MBE is included as evaluation criteria and given points.

Minority participation will be assigned for minority ownership of 50 points. If using MBE sub-contractor(s) the Proposer may receive up to 20 points based on the percentage of the sub-contractor. A vendor plan to sub-contract with a business that fits one of the above classifications may submit the name and status of the subcontract. The vendor must submit the projected percentage of business they plan to sub-contract. Points will be awarded on a sliding scale for the percentage of work to be subcontracted. A vendor that has utilized the sub-contracting provision must track the actual dollars subcontracted each quarter and report those figures and identify the Minority or Small Business along with their other quarterly report.

Proposers shall not qualify for points as both a minority business and points for sub-contracting with minority businesses.

- **Tab G Price/Fee**: shall contain pricing information. Price and award shall be by geographic area (see map, Attachment A). On the price sheet the vendor must indicate which geographic areas they will cover. Vendor must include each position title that is available and the cost per hour for that position's service. Use only the lines needed for positions you wish to offer, **not** all lines must be filled.

Evaluation and Award

Proposals will be evaluated by the information presented in response to this solicitation using the formula identified as Proposal Review Scoring.

Award will be made to those vendors scoring at least 1000 points or more in each category bid.

CATEGORY A

ACHIEVE GLOBAL

All regions priced the same,

Executive Consultant	\$360./hr
Junior Consultant	\$240./hr
Prof. Serv. Manager	\$240./hr
Project Manager	\$62.50/hr
Analyst	\$62.50/hr
Publisher	\$62.50/hr
Admin. Assistant	\$62.50/hr

(Rev 7 Aug 00)

ADG BUSINESS & GOVERNMENT CONSULTANTS

All regions priced the same

Project Manager	\$200.00/hr
Senior Consultant	\$150.00/hr
Consultant	\$125.00/hr
Analyst	\$100.00/hr
Research Associate	\$75.00/hr
Technology Support	\$75.00/hr

(New 15 May 01)

A.T. HUDSON

All regions priced the same,

Management	\$146/hr
Consultant	\$133/hr
Trainer	\$87/hr

(Rev 7 Aug 00)

BURNS & MC DONNELL

All regions priced the same,

Technician:	\$39.00/hour
Assistant:	\$43.00/hour
Staff:	\$77.00/hour
Senior:	\$91.00/hour
Associate:	\$110.00/hour

CAMBER CORPORATION

All regions priced the same,

Subject Matter Experts:	\$115.86/hour
Program Manager:	\$98.12/hour
Senior Analyst:	\$82.91/hour
Senior Programmer	\$69.84/hour
Analyst:	\$65.76/hour
Programmer	\$60.39/hour
Junior Analyst:	\$56.98/hour
Jr. Programmer/Data Entry Sepcialist	\$49.44/hour
Graphic Artist	\$43.39/hour
Jr. Graphic Artist	\$37.02/hour

DMG MAXIMUS

All regions priced the same,

Principal/Officer	\$160/hr
Director/Manager	\$138/hr
Senior Consultant	\$115/hr
Consultant	\$87/hr

GLENN W. ROBERTSON & ASSOCIATES

All regions priced the same,

Principle:	\$125.00/hour
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HARVEY, BRANKER & ASSOCIATES

All regions priced the same,

Partner	\$125/hr
Manager	\$85/hr
Sr. Consultant	\$65/hr
Consultant	\$55/hr
Clerical	\$30/hr

(New 25 Jan 01)

HDR, INC.

All regions priced the same,

Principal	\$185.00
Proj. Mgr/Prin. Investigator	\$160.00
Quality Assurance/Control	\$145.00
Sr. Consulting/Sr. Engineer I	\$140.00
Sr. Consulting/Sr. Engineer II	\$115.00
Sr. Economist/Sr. Analyst	\$112.00
Consultant/Engineer	\$85.00
Economist/Analyst	\$80.00
Financial/Editor/Technician	\$70.00
Admin. Assistant	\$60.00

(Rev 15 June 01)

IFEM USA, INC.

All regions priced the same,

Principal:	\$125.00/hour
Senior Consultant:	\$100.00/hour
Project Administrator:	\$60.00/hour

INFORMATION SYSTEMS OF FLORIDA, INC.

All regions priced the same,

Principle Consultant:	\$250.00/hour
Senior Consultant:	\$200.00/hour
Consultant:	\$180.00/hour
Trainer:	\$225.00/hour
Project Manager:	\$160.00/hour
Business Analyst:	\$150.00/hour

CATEGORY B

ACHIEVE GLOBAL

All regions priced the same,

Executive Consultant	\$360/hr
Junior Consultant	\$240/hr
Prof. Serv. Manager	\$240/hr
Project Manager	\$62.50/hr
Analyst	\$62.50/hr
Publisher	\$62.50/hr
Admin. Assistant	\$62.50/hr

(Rev 7 Aug 00)

ADG BUSINESS & GOVERNMENT CONSULTANTS

All regions priced the same,

Project Manager	\$200.00/hr
Senior Consultant	\$150.00/hr
Consultant	\$125.00/hr
Analyst	\$100.00/hr
Research Associate	\$75.00/hr
Technology Support	\$75.00/hr

(New 15 May 01)

A. T. HUDSON:

All regions priced the same,

Management:	\$146.00/hour
Consultant:	\$113.00/hour
Trainer:	\$87.00/hour

CAMBER CORPORATION

All regions priced the same,

Subject Matter Experts:	\$115.86/hour
Program Manager:	\$98.12/hour
Senior Analyst:	\$82.91/hour
Senior Programmer	\$69.84/hour
Analyst:	\$65.76/hour
Programmer	\$60.39/hour
Junior Analyst:	\$56.98/hour
Jr. Programmer/Data Entry Sepcialist	\$49.44/hour
Graphic Artist	\$43.39/hour
Jr. Graphic Artist	\$37.02/hour
Administrative/Clerical	\$31.30/hour

(Rev 7 Aug 00)

CAREER TRAINING CONCEPTS INC.

All regions priced the same

Principal	\$200/hr
Project Manager	\$175/hr
Sr. Consultant	\$175/hr
Consultant	\$125/hr

HDR, INC.

All regions priced the same,

Principal	\$185.00
Proj. Mgr/Prin. Investigator	\$160.00
Quality Assurance/Control	\$145.00
Sr. Consulting/Sr. Engineer I	\$140.00
Sr. Consulting/Sr. Engineer II	\$115.00
Sr. Economist/Analyst	\$112.00
Consultant/Engineer	\$85.00
Economist/Sr. Analyst	\$80.00
Financial/Editor/Technician	\$70.00
Admin. Assistant	\$60.00

(Rev 15 June 01)

ICATT CONSULTING, INC.

All regions priced the same,

Principle Consultant	\$157/hr
Senior Consultant	\$135/hr
Consultant	\$100/hr
Trainer	\$90/hr
Project Manager	\$100/hr
Business Analyst	\$75/hr
Research Analyst	\$75/hr

(Rev 7 Aug 00)

IFEM USA, INC.

All regions priced the same,

Principal:	\$125.00/hour
Senior Consultant:	\$100.00/hour
Project Administrator:	\$60.00/hour

JAMES MOORE & CO., P.L.

All regions priced the same,

Partner	\$160/hour
Manager	\$100/hour
Senior	\$70/hour
Semi-Senior	\$60/hour

(Rev. 28 Nov 00)

KMR Consultants, LLC

All regions priced the same,

Managing Partner	\$200/hr
Partner	\$190/hr
Consultant	\$120/hr
Senior Analyst/Analyst	\$75/hr
Research Associate/Asst.	\$55/hr
Marketing Support	\$60/hr
Technology Support	\$75/hr

(New 25 Jan 01)

CATEGORY C

CMA ENTERPRISE INC

All regions priced the same

Chief Consultant	\$150/hr	\$150/hr
Senior Consultant	\$140/hr	\$140/hr
Junior Consultant	\$75/hr	\$75/hr
Trainer	\$100/hr	\$100/hr
Ph D.	\$175/hr	\$175/hr
Admin. Staff	\$30/hr	\$30/hr

(Rev. 28 Sept. 00)

DMG MAXIMUS

All regions priced the same,

Principal/Officer	\$160/hr
Director/Manager	\$138/hr
Senior Consultant	\$115/hr
Consultant	\$87/hr

(Rev 7 Aug 00)

HDR, INC.

All regions priced the same,

Principal	\$185.00
Proj. Mgr/Prin. Investigator	\$160.00
Quality Assurance/Control	\$145.00
Sr. Consulting/Sr. Engineer I	\$140.00
Sr. Consulting/Sr. Engineer II	\$115.00
Sr. Economist/Sr. Analyst	\$112.00
Consultant/Engineer	\$85.00
Economist/Analyst	\$80.00
Financial/Editor/Technician	\$70.00
Admin. Assistant	\$60.00

(Rev 15 June 01)

NAMMACK ASSOCIATES, INC.

All regions priced the same,

President:	\$135.00/hour
Senior Associate/VP:	\$112.50/hour
Associate:	\$90.00/hour
Administrative:	\$45.00/hour

Category A, B & C

ORDERING INSTRUCTIONS

NOTE: ALL ORDERS SHOULD BE DIRECTED TO:

SPURS VENDOR NUMBER: F470680568-002

VENDOR: HDR, Inc. (A)

(Rev 15 June 01)

STREET ADDRESS OR P.O. BOX: 2202 N. WestShore Blvd., Ste. 250

CITY, STATE, ZIP: Tampa, FL 33607-5755

TELEPHONE: 813-282-2300

TOLL FREE NO.: 800-473-5679

ORDERING FAX NO.: 813-282-2430

REMIT ADDRESS: P.O. Box 93788

CITY, STATE, ZIP: Chicago, IL 60673-3788

WILL ACCEPT THE VISA CARD

PRODUCT

INFORMATION: DIRECT INQUIRY TO:

NAME AND TITLE: Richard L. Hedrick, Sr. Municipal Program Manager

(Rev 15 June 01)

ADDRESS: 2202 N. WestShore Blvd., Ste. 250

CITY, STATE, ZIP: Tampa, FL 33607-5755

TELEPHONE: 813-282-2300

TOLL FREE NO.: 800-473-5679

URL HOME PAGE ADDRESS: http://flstate.hdrinc.com

ELECTRONIC MAIL ADDRESS: rhedrick@hdrinc.com or mrogoff@hdrinc.com

(Rev 20 Jun 00)



FLORIDA DEPARTMENT OF MANAGEMENT SERVICES



JEB BUSH
Governor

WILLIAM S. SIMON
Secretary

April 16, 2003

Dear State Term Contractor:

State Purchasing wishes to know if your firm is willing to renew Contract No. 973-001-00-1, Professional Consulting Services for Management Skills, for an additional period through May 14, 2004 at the same prices. We must receive your acceptance to the Renewal on or before May 5, 2003.

Also, attached is Amendment No. 1 to this contract. There will be a Vendor Forum Session to discuss the amendment and the eProcurement System, MyFloridaMarketPlace, on Monday, May 5, 2003, from 9:00 am – 12:00 pm and will be located at 4050 Esplanade Way, Suite 301, Tallahassee, Florida. The Vendor Forum Session will help to answer specific questions about how MyFloridaMarketPlace affects your business and what the next steps are for you as a State Term Contract vendor. For directions to the meeting, please use a mapping program such as Mapquest at www.mapquest.com. For more information about the eProcurement System, including Frequently Asked Questions, the online registration, and the Proposed Rules, visit <http://marketplace.myflorida.com>.

After you have signed the renewal, please retain a copy and mail the original to the attention of Peggy Yown, State Purchasing, 4050 Esplanade Way, Tallahassee, FL 32399, or bring it to the May 5 Vendor Forum. Contract renewal is subject to receipt of sales summaries by State Purchasing and final approval by the Division Director. The renewed contract will be superseded by any new contract resulting from a solicitation during the renewal period. Any questions should be directed to Peggy Yown at (850) 488-7403, or email to yownp@dms.state.fl.us.

Very truly yours,

Peggy Yown
Purchasing Specialist
State Purchasing

ACCEPTED:

Paul A. Bowdoin
(Manual Signature)

Paul A. Bowdoin, Sr. Vice President
(Typed Signature/Title)

HDR Engineering, Inc.
(Company Name)

State Purchasing • 4050 Esplanade Way, Suite 350, Tallahassee, Florida 32399-0950

Telephone: 850-488-8440 • Fax: 850-414-6122

**State Term Contract No. 973-001-00-1
Amendment No. 1**

THIS AMENDMENT, effective as of the last date signed below, is by and between the State of Florida Department of Management Services (the "Department") and the entity identified below as Contractor (the "Contractor") (collectively, the "Parties"), and amends State Term Contract No. 973-001-00-1 (the "Contract").

WHEREAS the Department is implementing an electronic procurement system, currently known as MyFloridaMarketPlace, (the "System") with the assistance of a third-party agent, Accenture LLP ("Accenture"); and

WHEREAS the Department wishes to include the Contractor and the Contract in the System; and

WHEREAS the Contractor desires to participate in the System; and

WHEREAS the Contract allows modifications in the event an electronic procurement system is implemented.

THEREFORE, in consideration of the mutual promises contained below, and other good and valuable consideration receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Registration.** The Department shall allow the Contractor, following effective registration with Accenture, to participate in the System. The Contractor shall register in the System within ten (10) business days of the effective date of this Amendment. Contractor shall visit www.myfloridamarketplace.com and follow the appropriate instruction in order to register.

2. **Transaction Fee.** Effective April 1, 2003, the Contract provision entitled "Surcharge Fee and Summary of Total Sales" is deleted and replaced with the following "Transaction Fee" section. This Transaction Fee is in lieu of, and not in addition to, the surcharge fee authorized by section 287.1345, Florida Statutes (2002).

Transaction Fee

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to section 287.057(23), Florida Statutes (2002), all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Contractor shall pay to the State.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Contractor. If automatic deduction is not possible, the Contractor shall pay the

Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

The Contractor shall receive a credit for any Transaction Fee paid by the Contractor for the purchase of any item(s) if such item(s) are returned to the Contractor through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Contractor's failure to perform or comply with specifications or requirements of the agreement.

Contractors shall be responsible for reporting sales and paying user fees resulting from sales made by authorized resellers.

Failure to comply with these requirements shall constitute grounds for declaring the vendor in default and recovering repurchase costs from the vendor in addition to all outstanding fees. **VENDORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.**

3. Electronic Invoicing. Notwithstanding any provision of the Contract, the Contractor shall supply electronic invoices in lieu of paper-based invoices for those transactions processed through the System. Electronic invoices shall be submitted to the Customer through the Ariba Supplier Network (ASN) in one of the following mechanisms – EDI 810, cXML, or web-based invoice entry within the ASN.

4. Catalog Data. Accenture is responsible for converting Contract catalog information into a format supported by the System. To accomplish this conversion, the Contractor shall provide certain information in electronic format directly to Accenture; alternatively, the Contractor may follow the "punchout" solution described in more detail below.

Within ten (10) days of written notice from Accenture, Contractor shall provide all information necessary to facilitate electronic purchases from this contract, or shall contract Accenture and begin work on the "punchout" solution described below. Such information may include, but is not limited to, Contractor name, SKU, brand/manufacturer, product name and brief description, unit of measure, and price. Contractor shall provide this information in the format requested by Accenture. No costs or expenses associated with providing this information shall be charged to the Department, Customers, or Accenture. With Contractor's timely assistance, Accenture shall create and maintain web-based placement of the requested contract information.

"Punchout" Alternative

The Contractor may offer, as an alternative to providing the information discussed above, an online "punchout" solution, in which the Customer accesses the Contractor's website directly from the System, rather than the System maintaining the Contractor's data. This solution must

allow the Customer to reach the Contractor's site, browse for contracted items only, and return to the System with a list of items ready to be inserted into a requisition. If Contractor selects this alternative, it must meet the following requirements:

- The solution must conform to cXML 1.0 or 1.1 standards.
- The solution must conform to the technical specifications and implementation requirements provided by Accenture, and the Contractor must work with Accenture to ensure successful integration of the punchout solution into the System
- The solution must have the capability to provide only those products awarded under the contract, and block any non-contract item(s) from being added to the requisition.

Warranty

For the purposes of this section, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the Department and Accenture the right and license to use, reproduce, transmit, distribute and publicly display within the System the information outlined above. In addition, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the Department and Accenture the right and license to reproduce and display within the System the Contractor's trademarks, system marks, logos, trade dress or other branding designation that identifies the products made available by the Contractor under the Contract.

If the Contractor is not the manufacturer, it shall be the Contractor's responsibility to obtain authorization from the manufacturer to comply with the provisions of this section, including securing any intellectual property rights of the manufacturer. If the Contractor is the manufacturer, it shall only authorize dealers, outlets, distributors, value-added resellers, etc. within their network that can comply with the provisions of the Contract.

5. Additional Modifications. The Department reserves the right to further revise the collection and reporting requirements in conjunction with alterations to the System.

6. Conflict. In the event any of the terms herein conflict with the terms of the Contract, the terms of this Amendment shall control. All other terms of the Contract remain in full force and effect. Contractor waives and releases any and all claims for additional compensation arising out of or relating to this Amendment.

